

BID SPECIFICATIONS

HEAD BOAT CONCESSION

Leonardo State Marina (“Marina”), Leonardo, New Jersey

SCOPE OF CONCESSION

A. Concessionaire shall be granted the exclusive right to operate a Head Boat Vessel (hereinafter “Concession Operation”) from the Leonardo State Marina. The concession shall be operated from berth #182 and the adjacent parking lot (hereinafter “Concession Premises”). Concessionaire shall not restrict public access to and use of the parking area. The dimensions of the assigned berth are 70 feet by 23 feet. The maximum allowable vessel size shall be 69 feet in length overall by 22.5 foot beam. The vessel shall be licensed for a maximum of 75 passengers.

B. The vessel operated by Concessionaire shall first be approved by the State of New Jersey, Department of Environmental Protection (“Department”) in writing. In addition, Concessionaire shall obtain and maintain approval of the vessel from the United States Coast Guard for the type of use required. The vessel shall be manned, equipped, and operated in accordance with the requirements for issuance of a United States Coast Guard Certificate of Inspection. Any and all changes in vessel used as part of the Concession Operation shall first be approved by Department and the United States Coast Guard. Concessionaire shall submit a copy of all United States Coast Guard approvals and certificates, along with any renewals of said approvals and certificates, to Department prior to commencement of use of a vessel as part of this concession.

C. Concessionaire shall not dispense or provide food, beverages, bait, or tackle within the Marina.

D. Concessionaire shall not install, operate, or allow the installation or operation of vending machines on the Concession Premises.

E. In the event that Concessionaire ceases to operate as a Head Boat from the Marina, Concessionaire shall relinquish all rights to the Concession Premises.

F. Concessionaire shall use the Concession Premises solely for the purpose set forth above.

G. Concessionaire’s status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other ownership interest in the Concession Premises.

TERM OF AGREEMENT

The “Initial Term” of the Concession Agreement (hereinafter “Agreement”) shall be from the Effective Date of the Agreement’s Initial Term to October 31, 2010, and may include no more than two (2) subsequent one-year opportunities to renew at the Department’s discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement. At the end of the Initial Term and prior to the start of any “Second Term,” a compensation analysis will be completed. The Department, in its sole discretion, may extend the Agreement with Concessionaire to a “Second Term.” A Second Term would run from the Effective Date of the Agreement’s Second Term to September 30, 2013, and may include no more than two (2) subsequent one-year opportunities to renew at the Department’s discretion, based upon an evaluation of the Concessionaire’s performance and compliance with the terms and conditions of the Agreement.

COMPLIANCE WITH LAW, LICENSES, PERMITS, AND INSURANCE

A. For the duration of the Agreement, Concessionaire shall obtain, pay for, maintain, and comply with all licenses, permits, authorizations, or any other documents required by any applicable government agency having jurisdiction over the Concession Premises or the conduct of Concessionaire's operations thereon. Concessionaire shall provide Department with written evidence that such applicable licenses, permits, authorizations, or other required documents have been obtained no later than ten (10) days prior to commencement of the activity or operation covered by the license, permit, authorization, or other documentation as shall be required by the Agreement.

B. Concessionaire shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State laws, rules, ordinances, and orders affecting the conduct of the Concession Operation described in the Agreement.

C. Concessionaire shall comply with the requirements of all insurance policies required by the Agreement.

D. If Concessionaire:

- (i) receives a notice of failure to comply with the insurance required by the Agreement;
 - (ii) is issued a summons or any notice of violation of any license, permit, certification, authorization, approval, or any similar instruments required by any governmental authority having jurisdiction necessary to maintain and operate the Concession in accordance with the provisions of the Agreement;
- or

- (iii) is issued a summons for violation of any duly promulgated and applicable federal, State, county, municipal, and other governmental laws, rules, ordinances, or orders affecting the Concession Operation or any part thereof,

Concessionaire shall immediately forward a copy of the notice of non-compliance, summons, or notice of violation to Department, and Concessionaire shall have such amount of time to correct said violation as is prescribed in the notice or summons. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of the Agreement, and Department, in addition to declaring a default of the Agreement by Concessionaire, may suspend Concessionaire's operation of all or the affected portion of the Concession Premises.

E. Concessionaire shall indemnify Department against all liability, claim, loss, or payment of any kind arising from Concessionaire's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval, or any applicable federal or State law, rule, ordinance, or order.

EFFECTIVE DATE

For the purposes of the Agreement, the Effective Date for the commencement of the Initial Term or any renewal term shall be the date on which the last of the following has occurred:

- (i) The Agreement or any renewal agreement is signed on behalf of Concessionaire and Department; and
- (ii) Department dates the Agreement or any renewal agreement and forwards a copy to Concessionaire; and
- (iii) The Certificate of Insurance required under the Agreement is approved by Department; and
- (iv) Corporate resolution has been received by Department; and
- (v) Department has approved the proposed prices for food, beverages, and novelty items.

COMPENSATION ANALYSIS

After the expiration of the third (3rd) year under the Initial Term of the Agreement, a compensation analysis will be performed to determine if the compensation amount will be increased, decreased, or remain the same for the Second Term. Based on the reported Total Gross Revenue and/or performance of the concession, the Department may choose to increase, decrease, or maintain the compensation amount. The total amount of annual compensation will be analyzed and may be adjusted to correspond with the Department's existing rental rates for similarly performing operations.

REVENUE PAYMENTS AND ANNUAL INCREASE

A. The total amount of annual compensation to be paid by Concessionaire to Department as consideration for the license and privileges granted to Concessionaire under the Agreement shall be paid in four (4) equal installments of the total amount of annual compensation on the first day of June, July, August, and September for each contract period.

B. All payments shall be made at the area office, by check made payable to "Treasurer - State of New Jersey". If Concessionaire fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute grounds for termination of the Agreement.

C. All past due payments shall be assessed a monthly penalty of one and one-half (1.5%) percent of the total amount due calculated on the tenth day of each month.

D. In the event any check for payment is returned to Department, all future compensation payments must be made by certified or cashier check only.

E. The total amount of annual compensation shall be increased by three (3%) percent each contract period.

RECORDS AND AUDIT

Concessionaire shall maintain complete, accurate, and detailed accounting records of all transactions pertaining to each Concession Operation covered by the Agreement that will allow Concessionaire to prepare financial statements in accordance with generally accepted accounting principles. Concessionaire shall make such records available to any authorized representative of Department upon request, as often as it is deemed necessary by Department, to determine the effectiveness of the financial management system and internal procedures that have been established by Concessionaire to ensure compliance with the terms and conditions of the Agreement and that the financial statements, cash register receipts, and reports present fairly the results of Concessionaire's operations pursuant to the Agreement. Said records shall be maintained and made available to Department for a period of six (6) years after the termination or expiration of the Agreement.

MONTHLY REPORT

On or before the tenth (10th) of each month during operation, Concessionaire shall provide Department with a "Monthly Concession Report" itemizing daily sale amounts and containing a Statement of Total Gross Receipts, excluding New Jersey State Sales Tax, derived by Concessionaire from operation of the Concession and any other Concession-related operation approved by Department during the previous month.

ANNUAL REPORT

Concessionaire shall submit to Department, no later than November 15th of each term the Agreement is in effect, an Annual Financial Statement including the following: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit from State Park Concession Operations. Said financial statement shall be signed and certified by a Certified Public Accountant (CPA) or shall be attached to a letter signed by a CPA, certifying the information is truthful and accurate.

HOURS OF OPERATION

The Concession shall be operated on a year-round basis, weather permitting. The specific operating schedule shall be determined by public demand and species of fish available. Concessionaire's failure to undertake or complete a scheduled sailing without good cause shall, in the discretion of Department, constitute grounds for termination of the Agreement.

FEES

All fees charged for use of the vessel shall not exceed the local fair market price or prevailing prices for similar vessel use. All prices are subject to approval by Department and shall be prominently displayed and properly sized to be easily read by patrons at all times. Price signage must be professional in appearance, neat, and made of weather-proof materials. Prices shall be submitted to Department for approval at least thirty (30) days prior to commencing operations, and said approved price list shall become part of the Agreement. Concessionaire may, with the prior written approval of Department, change said approved prices no more than twice each year. Proposed changes in prices must be submitted to Department in writing, and Concessionaire must obtain the Department's written approval before the changes can become effective.

MAINTENANCE

Concessionaire shall preserve and maintain the vessel and the entire Concession Premises in a good and clean condition, reasonable wear and tear excepted. Vessel maintenance shall include but not be limited to the exterior and interior of the vessel, its appurtenances, and any related equipment. Concessionaire shall: (1) ensure placement of all garbage and trash generated by the concession operation in designated containers; (2) comply with any and all recycling requirements and regulations; and (3) ensure that trash containers are emptied daily or as more frequently required by Department at a location on the Marina premises designated by Department. Disposal costs from this location shall be borne by Department. Concessionaire shall provide such additional trash containers as may be required to keep the Concession Premises clean at all times. Department shall approve the type of trash container provided by Concessionaire prior to installation. Fish cleaning is not permitted within the Concession Premises or any part of the Marina.

NON-INTERFERENCE WITH STATE MARINA OPERATION

Concessionaire shall conduct its Concession Operation so as not to interfere with, impair, or prevent Department's maintenance and operation of the Marina or with the safe and quiet use and enjoyment thereof by the public and berth holders. Concessionaire shall coordinate with Department all activities which could adversely affect Department's maintenance and operation of the Marina and the safe and quiet use and enjoyment thereof by the public and berth holders; Concessionaire shall implement all measures reasonably required by Department to minimize such adverse effects. Concessionaire shall, upon notice from Department and within the time period prescribed in said notice, take such action as may be required by Department to eliminate any unreasonable interference or impairment occasioned by Concessionaire's activities. Failure to complete such action within the time prescribed in said notice shall, in the discretion of Department, constitute grounds for termination of the Agreement.

SECURITY

The Concession Premises will be included in Department's normal security patrol schedule for the Marina. However, Concessionaire shall be completely responsible for security of the Concession Premises. Department has no obligation to Concessionaire for security of the Concession Premises and shall not be responsible for any damage, destruction, or loss of equipment or personal property within the Concession Premises.

ACCESS TO PREMISES

Department reserves the right of access to and/or to close operation of the Concession Premises in order to perform repairs, maintenance, and renovations which are not the responsibility of Concessionaire. In exercising that right, Department shall take reasonable precautions to minimize any adverse impact on Concessionaire. When feasible, Department shall give Concessionaire written notice of its intent to enter and/or close the Concession Premises at least two (2) weeks before the repairs, maintenance, and/or renovations are scheduled to commence. Concessionaire shall waive any claim for damages or compensation resulting from Department exercising its rights under this Paragraph.

UTILITIES

Concessionaire is responsible for the payment of any and all utility charges, replacements, and/or upgrades related to the Concession Operation for the duration of the Agreement, except to the extent that said charges are attributable to the Department's use of the Concession Premises.

RULES AND REGULATIONS

Concessionaire shall comply with U.S. Coast Guard regulations and all federal and State laws and regulations now or hereafter in effect pertaining to the Concession Operation, including but not limited to N.J.A.C. 7:2-13 (State Marinas)..

ADVERTISEMENT AND PROMOTION

A. Concessionaire shall not advertise in any manner or form on or about the Concession Premises or the Marina, except by means of such signs or forms of advertising as first shall be approved by Department.

B. Concessionaire shall, in all promotion and advertisement of the Concession Premises, provide that the Concession Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry, as part of Leonardo State Marina.

C. Prior to the implementation of any and all promotion and advertisement of the Concession Premises, Concessionaire shall submit and obtain Department's written approval of all plans for promotion and advertisement of the Concession Premises. Such approval shall not be unreasonably withheld. In the event that Department does not approve or disapprove an advertisement or promotion plan within fifteen (15) days of receipt thereof, said plan shall be deemed as approved.

CONSTRUCTION AND IMPROVEMENTS

Concessionaire shall not erect any structures, buildings, or additions to the Concession Premises without first obtaining the written approval of Department.

INDEPENDENT PRINCIPAL

Concessionaire's status shall be that of an independent principal and not as agent or employee of Department. Concessionaire shall not enter into any agreement or commitment on behalf of Department.

INDEMNIFICATION

A. Concessionaire shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the management, maintenance, and operation of the Concession Premises and covenants to defend, protect, indemnify, and save harmless Department and each and every of its officers, agents, employees, successors, and assignees and hereby releases Department and each and every of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:

- (i) any injury to, or the death of, any person in or on or any damage to property which occurs in, on, or about the Concession Premises or upon any sidewalk, walkway, or patio within the Concession Premises or in any manner growing out of or connected with the use, non-use, condition, or

operation of the Concession Premises or the construction or repair of any improvements of the Concession Premises;

- (ii) any act, error, or omission of Concessionaire, its agents, servants, employees, contractors, invitees, and anyone claiming by or through Concessionaire in the performance of the Agreement; and
- (iii) violation of any agreement or condition of the Agreement by Concessionaire, its agents, employees, contractors, invitees, and anyone claiming through Concessionaire of any contracts and agreements of record concerning the Concession Premises and restrictions of record or any law, ordinance, or regulation affecting the Concession Premises or any part thereof or the operation, occupancy, or use thereof.

B. Department shall, as soon as practicable after a claim has been made against it, give written notice thereof to Concessionaire, along with full and complete particulars of the claim. If suit is brought against Department or any of its agents, servants, and/or employees, Department shall expeditiously forward or have forwarded to Concessionaire every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of Department or its representatives.

C. It is expressly agreed and understood that any approval by Department of Concessionaire's operation of Concession Premises shall not operate to limit the obligations of Concessionaire assumed pursuant to the Agreement.

D. Concessionaire's liability pursuant to this Paragraph shall continue after the termination or expiration of the Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to such termination or expiration.

E. Concessionaire's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in the Agreement.

REPORT OF INJURY

Any injury which shall occur to Concessionaire, its servants, agents, or invitees requiring medical intervention of which Concessionaire is notified, shall be reported to Department in writing within one (1) day of the incident.

INSURANCE

A. Concessionaire shall, for the Concession Operation described in the Agreement, secure and maintain, in full force and effect, on or before the date that Concessionaire is required to commence annual operation of each concession facility under the Agreement and throughout the term of Concessionaire's annual occupancy thereof, the following types and amounts of insurance coverage:

1. Public liability as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include the following:

- (a) Broad Form Comprehensive General Liability;
- (b) Premises/Operations;
- (c) Products/Completed Operations;
- (d) Protection and Indemnity; and
- (e) Concessionaire owned, operated, or non-owned motor vehicles.

The limits of liability for Bodily Injury and Property Damage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence combined single limits for each location covered by the Agreement.

2. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employers' Liability insurance with the limits of not less than:

- (a) \$100,000.00 Bodily Injury Each Occurrence
- (b) \$100,000.00 Disease Each Employee
- (c) \$500,000.00 Disease Aggregate Limit

3. Property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the Concession Premises owned by Concessionaire. Said insurance shall be in an amount not less than the appraised value of those contents. Concessionaire shall obtain and provide, at its own expense, an appraisal of the contents owned by Concessionaire for the purpose of obtaining and maintaining the aforementioned insurance.

4. Such other insurance, and in such amounts as may from time to time be reasonably required by Department in consultation with Concessionaire against other insurable hazards which at the time are commonly insured against in the case of concession operations similarly situated with due regard to the type of building, its construction, and the type of concession operation.

5. The limits of liability described in (1) through (4) above shall be increased from time to time to meet changed circumstances, including but not limited to changes in the purchasing power of the dollar, as measured by changes in the United States Consumer Price Index and changes indicated by plaintiffs' verdicts in personal injury actions.

B. All insurance policies providing the coverage required under the Agreement shall be obtained from an insurance company authorized to do business in the State of New Jersey and shall, except for Worker's Compensation Insurance under the Agreement, name the State of New Jersey, Department of Environmental Protection as an "Additional Insured." Prior to the date that Concessionaire is required to commence annual operation of the Concession Premises, Concessionaire shall provide Department with a current certificate of insurance, in form and

substance satisfactory to the Department, showing that Concessionaire has obtained the insurance coverages required in the Agreement for the Concession Operation. The certificate shall provide that the insurance coverages shall not be canceled for any reason, except after thirty (30) days' written notice to:

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
OFFICE OF CONCESSIONS
P.O. BOX 404
TRENTON, NEW JERSEY 08625-0404

The certificate of insurance shall also provide for thirty (30) days' notice, in writing, to Department prior to any expiration or non-renewal during the term the insurance is required to be maintained in accordance with the Agreement. Concessionaire shall further be required to provide Department with valid certificates of renewal of the insurance upon expiration of the policies, except where otherwise provided in this Paragraph. Concessionaire also shall, upon request, provide Department with copies of each policy required under the Agreement certificate by the agency or underwriter to be true copies of the policies provided to Concessionaire.

C. In the event that Concessionaire fails or refuses to renew any of its insurance policies to the extent required by the Agreement, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of the Agreement, Department may immediately suspend all of Concessionaire's operations on the Concession Premises until Concessionaire obtains insurance coverage in satisfactory form and in compliance with the Agreement or may proceed to default Concessionaire and terminate the Agreement.

D. Concessionaire expressly understands and agrees that any insurance protection required by the Agreement shall in no way limit Concessionaire's obligations under the Agreement and shall not be construed to relieve Concessionaire from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provisions of the Agreement or otherwise in law or equity.

ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign the Agreement without first obtaining the express written approval of Department.

PUBLIC USE

The Agreement shall not be construed as to affect the privileges associated with the public's use of the Marina.

STAFF

Concessionaire shall engage competent and qualified staff to operate and manage the Concession Premises. If Department determines that Concessionaire has not provided a competent and qualified staff for the operation and management of the Concession covered by the Agreement, Concessionaire shall, within fourteen (14) days of receipt of written notification from Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Concessionaire or, in the alternative, are not explained to the reasonable satisfaction of Department, within said fourteen (14) day period, Department reserves the right to suspend Concessionaire's operation of the Concession or to terminate the Agreement. Concessionaire shall not be entitled to any payment abatement due to any suspension or other action taken by Department under this Paragraph, and Department shall not be liable to Concessionaire or any party claiming through Concessionaire for any claim, liability, or damages resulting from said action by Department.

COMPLIANCE AND PERFORMANCE EVALUATION

Mandatory evaluation and compliance review meetings shall be conducted every three (3) months, starting from the Effective Date of the Agreement. The meetings shall review all aspects of the operation insuring that quality public services are being provided on a continuing basis in accordance with the Agreement, that operational problems/concerns are addressed in a timely manner, and that all terms and conditions are clearly understood. The meetings shall be held on site with appropriate State Park Service staff, the on site concession manager, and a management/supervisory representative of Concessionaire. An evaluation form shall be utilized to document the evaluation meeting, which will identify deficiencies and the corrective action required. A copy of the completed evaluation form shall be provided to Concessionaire and shall be attached to and made a part of the Agreement.

NO DISCRIMINATION

A. Concessionaire shall comply with all applicable State, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 (P.L. 88-352).

B. Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

C. Concessionaire shall not discriminate against any employee, or applicant for employment because of national origin, race, creed, color, sexual orientation, or sex. This provision shall include but not be limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PAYMENT ABATEMENT

A. In the event that Concessionaire is unable to operate the Concession as a direct result of the performance, failure to perform, or negligent performance of the Department, its officers, agents, and employees of any act under the control or responsibility of Department, Concessionaire may be considered for an abatement of revenue payment for the period that the Concession cannot be operated. Circumstances for consideration of abatement shall include but not be limited to disruption caused by construction activities in or around the Concession Premises and interruption of utility service.

B. To be eligible for consideration for payment abatement, Concessionaire must submit to Department a written abatement request signed by the superintendent, setting forth specific details and circumstances comprising grounds for abatement and the amount of abatement requested. Said request must be submitted to Department within twenty (20) days of any cause for which abatement is claimed.

C. All abatement awards shall be adjusted, disbursed, or credited after all final reports and payments are received.

SOLICITATION

Concessionaire warrants that no person has been employed directly or indirectly to solicit or secure the Agreement in violation of the provision of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:35-15, and that the Laws of the State of New Jersey relating to the procurement or performance of the Agreement have not been violated and shall not be violated by any conduct of Concessionaire, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

TAXES

Any and all taxes and assessments arising out of the use and occupancy of the Concession Premises and the operation of the Concession shall be paid by Concessionaire. If any tax or assessment may be legally paid in installments, Concessionaire shall have the option to pay such tax or assessment in installments, except that each installment thereof and all interest thereon must be paid by the final date fixed for the payment thereof, and in the event that the whole amount thereof is not paid prior to the expiration of the Agreement, payment shall remain a continuing obligation of Concessionaire after the expiration or termination of the Agreement. Concessionaire shall furnish to Department, within ten (10) days of demand therefor, proof of the payment of any such tax or assessment.

REVOCACTION CLAUSES

A. Concessionaire covenants that the decision of the Commissioner of the Department, relative to the performance of the terms of the Agreement, shall be final and conclusive.

B. In the event of default of the successful bidder or his refusal to enter into a contract with Department, the Department reserves the right to accept any other qualified bidder.

REJECTION OF PROPOSAL

The Department reserves the right to waive any informality in or to reject any or all bids.

CORPORATION

A. For any Concessionaire that presents itself or represents itself as a corporation operating or doing business in the State of New Jersey, all papers of incorporation shall be provided to Department, along with renewals, changes, or any other documents that in any way affect the current or future status of Concessionaire as a legal corporation.

B. Concessionaire shall adopt a resolution authorizing the execution of the Agreement by Concessionaire. Concessionaire shall submit a copy of said resolution to Department prior to execution of the Agreement by Department.

PAY TO PLAY

A. Bid applications are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq. and N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005 c.51 and P.L. 2005 c.271) (collectively “Pay to Play”). Compliance with these acts shall be a material term and condition of the bid application and will be binding upon the parties thereto upon entering the Agreement. All bidders must complete the following enclosed forms in accordance with their instructions and submit them with their applications: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form; and (3) Vendor Certification and Political Contribution Disclosure Form.

B. Bidders are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the contractor receives contracts in excess of Fifty Thousand (\$50,000) dollars from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.